

WASTEWATER TREATMENT AGREEMENT
BETWEEN
SOUTH SIOUX CITY, NEBRASKA and
BIG OX ENERGY, SOUTH SIOUX CITY, NEBRASKA and
CHS, SOUTH SIOUX CITY, NEBRASKA

This discharge "Agreement" made and entered into by and between the City of South Sioux City, Nebraska, a municipal corporation, hereinafter referred to as "South Sioux City", Big Ox Energy Company, a private business, hereinafter referred to as "Big Ox Energy", and <INDUSTRY>, a private business, hereinafter referred to as <"INDUSTRY">.

Whereas, South Sioux City has undertaken the construction and maintenance of lift station(s) and the appurtenances thereto for the purpose of providing for the collection, conveyance of industrial and domestic wastewater originating in and around the Roth Industrial Park in South Sioux City, Nebraska.

Whereas, Big Ox Energy, in agreement with South Sioux City has undertaken the construction of a wastewater treatment facility for the preliminary treatment of the wastewater being collected and conveyed from and around Roth Industrial Park.

Whereas, <INDUSTRY>, has undertaken the construction and maintenance of process controls, discharge monitoring equipment and slug control plans for the discharge of wastewater whose chemical and physical characteristics are compatible for treatment at Big Ox Energy.

OBLIGATIONS OF SOUTH SIOUX CITY

South Sioux City agrees to receive, pump and convey all wastewater generated in and around Roth Industrial Park to Big Ox Energy for treatment.

South Sioux City (lift station flow meter)?

South Sioux City shall monitor the wastewater discharged from <INDUSTRY> to ensure that the discharge quality meets the regulations and limits herein.

South Sioux City shall carry out all enforcement actions pertaining to any violation of the regulations or limits herein if <INDUSTRY> is found in non-compliance, including but not limited to, a fine of \$500.00 per day for each violation, for the duration of the violation.

OBLIGATIONS OF <INDUSTRY>

<INDUSTRY> shall at its own expense, operate, maintain and be responsible for all facilities and systems of treatment and control, and related equipment which are installed or used to achieve compliance with the conditions of this "Agreement" for the discharge and conveyance of wastewater to South Sioux City for treatment by Big Ox Energy. Proper operation and maintenance includes, but is not limited to effective performance, implementation of appropriate best management practices, adequate funding, adequate operator staffing and training, and adequate process controls, including appropriate back-up or auxiliary facilities or similar systems, when necessary to achieve compliance with

the conditions of this "Agreement". The discharge shall meet all applicable requirements of Federal, State, and municipal code pertaining to these types of discharges, including but not limited to:

- Regulations contained in 40 CFR 403
- Regulations contained in Nebraska Department of Environmental Quality Title 119
- Regulations contained in the South Sioux City municipal code Chapter 114

<INDUSTRY> shall at its own expense operate and maintain discharge monitoring equipment, including but not limited to, effluent flow monitoring equipment and a discrete composite sampler. Samples shall be collected on a 24 hour composite basis through flow paced sampling. South Sioux City, or a designated representative, shall have access to the sampling station at all times.

As part of this "Agreement", <INDUSTRY> agrees to meet the following effluent limit at all times to ensure that Big Ox Energy can operate and maintain compliance with issued effluent limitations from the City of Sioux City Pretreatment Program:

Parameter	Daily Maximum	Monthly Average	Sampling Location
pH	5.0-9.5 s.u	5.0-9.5 s.u.	Effluent Composite Sampler

<INDUSTRY> is required to develop and adhere to the requirements for Slug Control. This plan shall be submitted to South Sioux City and Big Ox Energy for initial review and approval. Following initial review and approval, all future modifications shall be submitted to South Sioux City and Big Ox Energy. Any deviation from normal production shall be communicated immediately to Big Ox Energy.

- In the event that a spill or slug discharge occurs and the pollutant of concern has entered the sanitary sewer immediate notification to Big Ox Energy 402-XXX-XXXX is required. The notification will need to include the pollutant released, the volume and any known hazards.
- <INDUSTRY> is responsible for the evaluation and implementation of BMPs related to Slug Discharge Control, separately or in combination with a Slug Control Plan. These BMPs are intended to prevent pollutants from entering the discharge waste stream or from reaching a discharge point. They include but are not limited to:
 - Preventative Maintenance to identify and correct equipment leaks or malfunctions
 - Operating Procedures to prevent and control runoff, spills and waste disposal
 - Process Monitoring including loss/yield calculations
 - Spill Response Plan
 - Employee training
 - Spill Control and housekeeping procedures for chemical storage areas and secondary containment

<INDUSTRY> is prohibited from increasing the use of potable or process water or in any way attempting to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with limitations set forth and/or referenced herein.

<INDUSTRY> is prohibited from bypassing any pretreatment process unless it is unavoidable to prevent loss of life, personal injury, severe property damage, or no feasible alternative exists. In the event of a bypass the permittee is shall notify South Sioux City and Big Ox Energy as soon

as possible:

- Advance notice, in writing, shall be submitted at least ten (10) days prior to the proposed bypass for review and approval/denial,
- An unanticipated or accidental bypass shall be reported immediately to Big Ox Energy 402-XXX-XXXX and an email or fax including the following:
 - Description of the bypass, its cause, duration, and pollutants of concern,
 - Whether or not the bypass has ceased, and
 - The steps taken to reduce, eliminate and/or prevent the reoccurrence of the bypass.

<INDUSTRY> is required to communicate any proposed process and/or treatment modifications to South Sioux City and Big Ox Energy prior to finalization so that a determination of treatment capacity, compatibility and approval can be given. If necessary <INDUSTRY> shall be responsible to design and construct such pretreatment facilities prior to any such discharge being initiated. Said pretreatment facilities shall comply with all City, State and Federal regulatory requirements.

If <INDUSTRY> is found in violation of any of the regulations or discharge limits herein referred to written notice shall be given and if not remediated within the required timeframe additional enforcement action(s) may incur.

OBLIGATIONS OF BIG OX ENERGY

Big Ox Energy shall at its own expense, operate, maintain and be responsible for the preliminary treatment of the wastewater received from and around Roth Industrial Park. Big Ox Energy agrees that the level of treatment provided shall meet all present and future discharge limits imposed on Big Ox Energy by the City of Sioux City, Iowa as part of the federally approved Pretreatment Program.

Big Ox Energy, may at any time make recommendation to modify this "Agreement" for reasons including but not limited to:

- Incorporation of new or revised Federal, State or local water quality/pretreatment standards or requirements,
- Changes to the operation that affect the integrity of the water quality discharging at the time of the "Agreement", or
- Upon request of the permittee to accommodate:
 - "Agreement" transfer to new owner/operator,
 - "Agreement" modification, or
 - "Agreement" termination

All parties shall have 30 days from a submitted modification request to issue an appeal. The appeal must indicate the reasons for the objection, and the alternative condition, if any, it seeks to be placed in the objection.

MUTUAL OBLIGATIONS

There shall be a mutual inspection of facilities mentioned in this "Agreement" at any time such inspection is requested. Such requested inspections must be accommodated within 5 days of request, unless otherwise agreed upon by all parties.

This "Agreement" shall be issued for a duration of 5 years from signature date. Ninety (90) days prior to the expiration date of this "Agreement" all parties shall submit any updates or requested modifications to South Sioux City for review by all parties herein. A meeting shall be scheduled with all parties herein by South Sioux City to discuss any submitted items sixty (60) days prior to the expiration date of this "Agreement". A revised "Agreement" shall be submitted for review and signature thirty (30) days prior to expiration of this "Agreement".

MISCELLANEOUS PROVISIONS

If for any reason any part of this "Agreement" is held unconstitutional or void, said decision shall not affect the validity of the remaining portions of this "Agreement".

This "Agreement" shall inure to the benefit of and be binding up on the successors and assigns of the parties hereto.

By signing this "Agreement", South Sioux City, Big Ox Energy and <INDUSTRY> agree to the regulations and legality herein:

_____	_____	_____
South Sioux City Official (Print)	South Sioux City Official	Date

_____	_____	_____
Big Ox Energy Representative (Print)	Big Ox Energy Representative	Date

_____	_____	_____
<INDUSTRY> Representative (Print)	<INDUSTRY> Representative	Date